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Statement of Work
For Paradise Valley Police Department
Arizona
Mobile Technology Project



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Attachment A- L-3 Mobile-Vision In Car Video, MDC and Mobility Proposal

Attachment B- L-3 Mobile-Vision LPR Proposal

Attachment C- Motion Computing Tablet Brochure

Attachment D- Brother™ PocketJet Printer Brochure

Section 1 Introduction

This Statement of Work (SOW) specifies the work requirements (if any) necessary to successfully implement the Paradise Valley Police Mobile Technology Platform. Further details regarding the technologies provided under the Mobile Technology Platform are described in the Project Scope. This Statement of Work describes the scope of the project, resource requirements and responsibilities, expected deliverables, and sample acceptance criteria. Additional appendixes and attachments documenting system proposals, training curriculum samples and sample change order are referenced and part of this scope of work.

Section 2 Project Scope and Definition

This section identifies the elements of the project and will describe the overall project plan. It details the proposed Mobile Technology Platform, the participants in the project and the timeline for the project. Any undocumented specifications not listed as part of the Project Scope within this SOW will require a change order to be processed. A Change Order may impact delivery and financial terms of the contract.

2.1 Project Scope

The Town of Paradise Valley Police Department in Arizona will implement a video based Mobile Technology Platform from L-3 Mobile-Vision throughout the police department in conjunction with the roll out of the new CAD/RMS suite upgrade this year. Paradise Valley Police Department has contracted with, and is finalizing the upgrade of New World Systems Computer Aided Dispatch and Records Management Systems. The Department is also scheduled to implement a new E-Citation suite from Brazos by the end of this year. For several years Paradise Valley Police Department has outgrown its aging in car video system and as part of this project, will be implementing L-3 Mobile-Vision's in car video system.

To meet the operational, business and financial objectives set forth by the Town Administration and Police Department, L-3 Mobile-Vision will provide and install it's integrated suite of technology products according to a mutually developed and agreed upon project schedule and program plan. Listed below are the individual sub-systems that comprise the Mobile Technology Platform.

- *FlashbackHD In Car Video and Evidence Management System*
- *Body Worn, Personal Video/Audio recording System*
- *V-One Mobile Data System*
- *Motion Computing Tablet Systems*
- *In Motion Mobile Communications VPN/Encryption System*
- *In Vehicle Printing System*
- *Patrol Scout Situational Awareness System*
- *License Plate Recognition Systems*
- *Program Management Services*
- *Systems Implementation Services*
- *Onsite vehicle installation and wireless network installation*
- *Training*

Each of the subsystems above are integrated in one form or another with each other and have dependencies on another for operation. It is envisioned that the project will be scheduled in phases based on mutually defined criteria between Paradise Valley Police Department and the L-3 Mobile-Vision program manager.

2.2 Participating Organizations

*L-3 Mobile-Vision
90 Fanny Road, Boonton NJ 07005*

*Paradise Valley Police Department
6433 E Lincoln Dr
Paradise Valley, AZ*

Project Team

Following is a table listing the project team companies, their overall project role, and their project contact.

Project Role	Company
Prime Contractor, Program Manager;	L-3 Mobile-Vision
L-3 Mobile-Vision Program Manager	TBD
L-3 Mobile-Vision System Implementation Specialist	TBD
Client Agency	Paradise Valley Police Department
Paradise Valley Police Department Program Manager	Paradise Valley Police Department-TBD
Systems Provider, Implementation and Services provider	L-3 Mobile-Vision
Installer (Car Equipment and Access Points)	Black and White Emergency Vehicle Systems (subcontractor)

2.3 Project Location

This project will commence at Paradise Valley Police Department in Arizona. Location is to provide cover for weather conditions, electricity etc.,

2.4 Initial Timeline

Anticipated timeline and start of the project would is dependent on receipt of order. It is expected to be started 6-8 weeks after receipt and process of the Paradise Valley Police Department's signed contract or Purchase Order. This is solely dependent on receipt of order by L-3 Mobile-Vision.

Section 3 Responsibilities

This section identifies each participating organization's responsibilities as defined within the scope of this project. L-3 Mobile-Vision, the User Agency, the Prime Contractor, and any Subcontractors must ensure their personnel have ample time and resources to meet their respective tasks and assigned responsibilities.

3.1 Paradise Valley Police Department

3.1.1 Work Environment

- Provide access to a safe work area during the installation and configuration of all hardware and software.
- Provide access to buildings, vehicles, structures, and rooms where the corresponding systems and subsystems will be installed in accordance with project timeline requirements.
- Provide scheduled access to all vehicles which L-3 Mobile-Vision equipment will be installed.

3.1.2 Program Management

- The Paradise Valley Police Department will assign a single Program/Project Manager who will be the sole point of contact with participating organizations, departments and staff resources who can make decisions for the Paradise Valley Police Department.
- The Paradise Valley Police Department Program/Project Manager must ensure that their personnel have ample time, resources, and expertise to meet their respective tasks and responsibilities.
- The Paradise Valley Police Department Program/Project Manager must participate in regularly scheduled project planning and update calls as required.

3.1.3 System Installation and Testing

- The Paradise Valley Police Department will provide appropriate locations, racks, power, networking resources and space for all L-3 Mobile-Vision systems including server hardware and storage if applicable. The total RACK Space required for systems is:
 - In Car Video and LPR Systems- 17U
 - In Motion Systems- 3U
- The Paradise Valley Police Department will provide access to all areas for installation of all subsystems and their components including wireless network hardware, network runs, servers, server storage, and networking equipment.
- The Paradise Valley Police Department will provide appropriate space and resources to install any DVD/Blu-Ray publishing systems along with network connections.
- The Paradise Valley Police Department will provide safe and covered workspace for vehicle equipment installation onsite.
- The Paradise Valley Police Department will provide patrol vehicles for vehicle equipment installation based on agreed upon schedules and locations.
- The Paradise Valley Police Department will provide adequate resources, space and personnel for system training
- Paradise Valley Police Department will be responsible to provide activated wireless SIM cards from Verizon and ATT for each mobile gateway in accordance with the project schedule and implementation of the In Motion solution.
- Paradise Valley Police Department will be responsible for any and all backhaul requirements including private networking configuration and/or services from either of the wireless carriers.
- Paradise Valley Police Department will be responsible for establishing user authentication either through AD or if directly through each subsystem, creation of all user profiles, groups and roles within all subsystems.
- Paradise Valley Police Department will appointment one person responsible for approval and oversight of vehicle build out and capable of authorizing the final vehicle build out specification.
- Paradise Valley Police Department is responsible for the system design of the in vehicle printing system and its success in working with the proposed tablet system. The printer type included in this proposal was specified by the Town of Paradise.

3.1.4 Assumptions

- For systems provided under this scope of work, the Paradise Valley Police Department will provide remote access capabilities which are required for ongoing support.
 - The Paradise Valley Police Department is responsible for providing patrol vehicles for installation of equipment which are in good operating condition, free from operating issues/defects, wiring or charging system issues and any other pre-existing condition that may impact the installation, configuration and operation of equipment contained in this scope of work. In issues discovered with the vehicles may impact project schedule and may result in additional cost by means of a change order.
- Vehicle Fleet Listing

Vehicle Type	Quantity	Application	Equipment Installed	Mounting Notes
2007-2014 Tahoe	12	Marked Patrol	MDC, Tablets, In Car Video, LPR, Gateways, PatrolScout, printers and 1 command vehicle system	Tahoe's will have radio/swing out dash mounts for the MDC with passenger side pole mounted keyboard mounts
2008 Chevy Trailblazer	1	Unmarked	MDC, Tablets, In Car Video, Gateways, PatrolScout	Mounting equipment for these vehicles will be determined during initial inspection after kickoff.
2007 Toyota Camry	1	Unmarked	MDC, Tablets, In Car Video, Gateways, PatrolScout	Mounting equipment for these vehicles will be determined during initial inspection after kickoff.
2012 Ford F-150	1	Unmarked	MDC, Tablets, In Car Video, Gateways, PatrolScout	Mounting equipment for these vehicles will be determined during initial inspection after kickoff.
2013 Chevy Silverado	1	Unmarked	MDC, Tablets, In Car Video, Gateways, PatrolScout	Mounting equipment for these vehicles will be determined during initial inspection after kickoff.
2014 Chevy Equinox	1	Unmarked	MDC, Tablets, In Car Video, Gateways, PatrolScout	Mounting equipment for these vehicles will be determined during initial inspection after kickoff.

3.2 L-3 Mobile-Vision Responsibilities

L-3 Mobile-Vision will provide and coordinate the following:

3.2.1 Program/Project Management

- L-3 Mobile-Vision will assign a Project Manager who will be the sole point of contact with the Paradise Valley Police Department and any L-3 Mobile-Vision Subcontractors throughout the implementation cycle. This individual will have the authority to act on behalf of L-3 Mobile-Vision in fulfilling L-3 Mobile-Vision's commitments set forth in this SOW and contract.
- The assigned L-3 Mobile-Vision Project Manager will be the conduit for resolving all L-3 issues that arise during the project and until accepted. Any responsibilities not specifically designated to L-3 Mobile-Vision are the responsibility of the Paradise Valley Police Department.

3.2.2 System Installation and Testing

- L-3 Mobile-Vision In Car Video, Mobile Data Computer, LPR and Situational Awareness Systems Services to be provided:
 - **Provision of Hardware-** L-3 Mobile-Vision will provide all server software, server hardware, wireless network and vehicle systems to support the successful implementation of all subsystems contained in this statement of work.
 - **Systems Installation-** L-3 Mobile-Vision will provide onsite installation of all vehicular, Interview Room, Back-Office infrastructure, and fixed camera systems contained in this document per factory installation guidelines. Industry best practices will be used in regards to all vehicle installations. Vehicle equipment installation will be installed pending vehicle availability by the agency project manager. L-3 Mobile-Vision will provide onsite installation of wireless access points.
 - **Vehicular Systems Configuration-** L-3 Mobile –Vision will provide complete vehicle equipment configuration of all equipment and systems supplied by L-3 Mobile-Vision as part of this contract.
 - **Pre-installation Test-** L-3 Mobile-Vision will inspect and test each vehicles existing emergency equipment prior to installation of any L-3 Mobile-Vision. This results of the test will be used to confirm operability of existing after system installation
 - **Vehicle Equipment Installation-** L-3 Mobile-Vision will provide onsite installation of equipment supplied as part of this contract. In addition, L-3 Mobile-vision will provide extraction of the existing WatchGuard In Car Video System hardware. L-3 Mobile-Vision is not responsible for the removal of all associated wiring of the existing camera system rather the existing hardware and appropriate termination of any wiring apart of that system.
 - **Vehicle Equipment Configuration-** With participation from Paradise Valley Police Department, L-3 Mobile-Vision will configure all vehicular systems including user parameters, configurations, local and wide area network configurations and any other set up functions required for the vehicle systems to be fully functional.
 - No other services are provided as part of this project.
- In Motion Mobility Solution Services to be provided:
 - **Baseline Configuration-** Basic configuration of 12 oMG-20XX model units. Includes training on the oMG configuration and use of the OnBoard Mobility Manager suite.
 - **Wide Area Wi-Fi Configuration** – Configuration, prioritization and optimization of oMG for Wide Area Wi-Fi for 802.11a/b/g/n and/or 4.9GHz Public Safety infrastructure.
 - **Content Filtering** – Configuration and account setup for McAfee content filtering service.
 - **VPN/APN Configuration** – Provisioning of oMG solution for VPN or APN connectivity for secure connection to resources.

- **oCM Integration** – Configuration and integration of an onBoard Connection Manager appliance into the Enterprise network.
- **CAD/AVL Integration** – Configuration of oMG internal GPS to forward GPS data to LAN and WAN endpoints.
- **Application Configuration** – Configuration of oMG-enabled applications, including the following:
 - **onBoard Tracker** – Vehicle tracking application
 - **onBoard Asset Manager** – Wireless sensor tracking of assets
 - **onBoard Total Reach** – Remote control application (RDP/VNC)
 - **onBoard Telemetry** – OBDII telemetrics data collection from vehicles
 - **onBoard Nav** – Garmin Fleet Management terminal
 - **onBoard GPIO** – General Purpose Input/Output monitoring and control

3.2.3 Training

L-3 Mobile-Vision will provide end user, supervisory (where applicable) and administrative training on a train the trainer approach for all products and system contained in this scope of work. An aggregate sum of training time has been allocated and final schedule of training will depend on staff availability, systems implementation, schedule and other factors not yet known.

Systems Training:

- Flashback HD In Car Video, AlertVU LPR and PatrolScout Situational Awareness products- 3 days
- In Motion Mobility Product- 1 day

3.2.4 Customer Support

Ongoing customer support for the systems contained in this project are made available through the processes and contacts listed in the support and warranty section of this document. L-3 Mobile-Vision's Project Manager will review all Customer Support documentation with the Paradise Valley Police Department and inform them of appropriate telephone numbers and other methods for obtaining system support. Once accepted the project is considered completed, the system will enter support and maintenance mode and all support inquiries will be addressed through the L-3 Support process as identified below and stipulated by the included support and warranty agreements.

Please refer to section 8 regarding specific support process and contact information.

Section 4 Deliverables

This section lists L-3 Mobile-Vision's deliverables to the Paradise Valley Police Department.

The following table outlines the deliverables required for this project. Specific line items of each part are included in the pricing section of this SOW.

Deliverable to the Paradise Valley Police Department	Size/Quantity
Project Plan	1
Network Design Specification for In Motion Gateway- to provide a comprehensive description of the mobile network architecture.	1
Diagnostic Plan for In Motion Gateway - L-3 Mobile-Vision and In motion will perform network data capture to confirm successful operation of applications, or supply troubleshooting information for the department or other system providers relevant to the specifications of this project.	1
Configuration Plan for In Motion Gateway - L-3 Mobile-Vision and In Motion will provide a document detailing the planned configuration for the fleet.	1
Configuration Template for In Motion Gateway - L-3 Mobile-Vision with In Motion will provide a baseline configuration file set along with specific instructions on how to install them on each oMG in the fleet.	1
In Car Video Systems <i>(as specified in the pricing and systems overview section)</i>	17 plus 1 spare
Motion Computing Tablet Systems <i>(as specified in the pricing and systems overview section)</i>	36
Vehicle Dock for Tablet System	17
Desktop 5 Bay Dock for Tablets	2
Mobile Printer Systems	5
Mobile Printer installation and mount kit	5
In Car Video Bench top Stand and Power Supply	1
Video Management server, storage and application software <i>(as specified in the pricing and systems overview section)</i>	1
In Car Video Wireless Network <i>(as specified in the pricing and systems overview section)</i>	1
LPR Mobile Systems <i>(as specified in the pricing and systems overview section)</i>	10
LPR Management Server Software <i>(as specified in the pricing and systems overview section)</i>	1
Body Worn Audio and Video Cameras	33
Mobile Data Computer Systems <i>(as specified in the pricing and systems overview section)</i>	17 plus 1 spare
Mobile Data Computer Bench top Stand	1

Deliverable to the Paradise Valley Police Department	Size/Quantity
Mobile Data Computer Mounting System (as specified in the pricing and systems overview section) <i>This includes of the following per each vehicle: Havis dash/Radio v-One mount, console side mounted telescopic pole, swivel motion device with tilt, keyboard adapter with removal mechanism.</i>	17
Command Vehicle MDC System and Mount(as specified in the pricing and systems overview section)	1
Mobile Communications System (as specified in the pricing and systems overview section)	17 systems and two servers
Situational Awareness Systems (as specified in the pricing and systems overview section)	1 server, 17 client licenses
Digital Video Archiving, Publishing and Distribution System (as specified in the pricing and systems overview section)	2
Program/Project Management (as specified in the pricing and systems overview section)	1
Implementation and Training Services (as specified in the pricing and systems overview section)	1
In Car Video Wireless Network Installation	1
Vehicle Equipment installation	17
Acceptance Test Plans for each system provided	1

Section 5 System Descriptions

This section outlines and describes each system that will be delivered and implemented as part of this SOW and contract. Any items or details not covered in this section are the responsibility of L-3 Mobile-Vision or its obligation under this contract and are the sole responsibility of Paradise Valley Police Department.

Detailed proposals for systems are included as:

Attachment "A"- In Car Video, Mobile Data Systems, Video Management System, Situational Awareness system

Attachment "B"- LPR Systems

5.1 Vehicle Equipment

5.1.1 In Car Video System

- L-3 Mobile-Vision will provide its FlashbackHD In Car Video System to Paradise Valley Police Department for its 12 marked police vehicles and 5 undercover detectives cars.
- Each system will include:
- 1 FlashbackHD DVR with 16g memory, system control head/monitor, wireless card, GPS and N Antenna. DVR will be installed in the rearward compartment of each Tahoe
- 1 NightWatch Front Facing Camera which will be mounted to the front windshield with included mounting hardware
- 1 Wireless Microphone Transmitter package including clip, AC charger, two lapel mics and one vehicle dock/receiver with mount. Mount location is to be determined.
- 1 Rear Facing prisoner camera with internal microphone, fisheye lens and IR illuminators. This will be mounted to the prisoner side of the prisoner partition.
- 1 Rear facing auxiliary camera (bullet style) with breakout cable, mounted so it is aimed out the back rear window for recording any events behind the patrol vehicle
- 1 Crash sensor and battery backup system which will be installed according L-3 Mobile-Suggested installation points
- 1 MDC interface kit which includes MDC software, Ethernet cable and USB cables.
- After Ignition timer will be set at 15mins

5.1.2 Mobile Data Computer System

- L-3 Mobile-Vision will provide its V-One Mobile Data Computer System to Paradise Valley Police Department for its 12 marked police vehicles and 5 undercover detectives cars. *(complete specs are located on the product brochure)*
- Each system will include
- 1 V-One Mobile Data Computer and membrane style keyboard
- 300GB solid state drive
- 8GB RAM
- Windows 7 64B preloaded
- Dual 1g Ethernet cards
- 4 system USB ports
- 2 serial ports
- VGA port
- GPS with external antenna
- 802.11B-N card with external antenna port
- PCI Card Slot
- SD Card Slot
- 12.1" XGA Infra-Red Touch screen (1600 nit) with LED backlighting
- Havis Shields swing-out dash mount for Mobile Data Computer which will be mounted to the center of the dash per manufacturer's instructions.
- Havis Shields console side pole mount and swivel for keyboard with slide out adapter

- Integrated power management system with programmable after ignition timer set at 15mins
- 1 Powered USB Hub, 5USB ports, Ethernet port, power cable and timer set at 15 minutes.

5.1.3 Mobile Data Command Vehicle System

- L-3 Mobile-Vision will provide its MDC Command System to Paradise Valley Police Department for one command vehicle. *(complete specs are located on the product brochure)*
- Each system will include
- 1 MobileVu touch screen monitor
- 1 Membrane style keyboard
- Power, audio, video, usb and serial cables
- 1 powered USB hub

5.1.4 Tablet Systems

- L-3 Mobile-Vision will provide Motion Computing's F5te ruggedized tablets and accessories to Paradise Valley Police Department to be assigned to 36 officers and investigators. *(complete specs are located on the product brochure)*
- Each system will include
- 1 Motion Computing F5te-touchscreen
- I7 Intel Processor
- 256GB solid state drive
- 8GB RAM
- Windows 7 64B preloaded
- Integrated 1d/2d barcode
- Integrated RFID Reader
- Integrated Camera
- GPS
- Mag-Stripe Reader
- 802.11A-N
- Clip-Carry mount/strap assembly
- ReadyDock 5 Bay Dock System
- 17 Mobile Docks

5.1.5 Mobile Communications Gateway

- L-3 Mobile-Vision will provide In Motion Technology model 2031 Gateways for Paradise Police Departments 12 patrol vehicles and 5 undercover detective's cars. *(complete specs are located on the product brochure)*
- Each mobile Gateway will include:
- 1 model 2031 Mobile Gateway to be mounted in the rear compartment of the Tahoe
- Verizon Radio
- ATT Radio
- Wi-Fi backhaul radio
- Wi-Fi bubble radio
- GPS
- Multi-mode antennas for all radios included in gateway (threaded pipe mount)
- Mounting bracket
- Installation kit

5.1.6 Mobile License Plate Recognition System

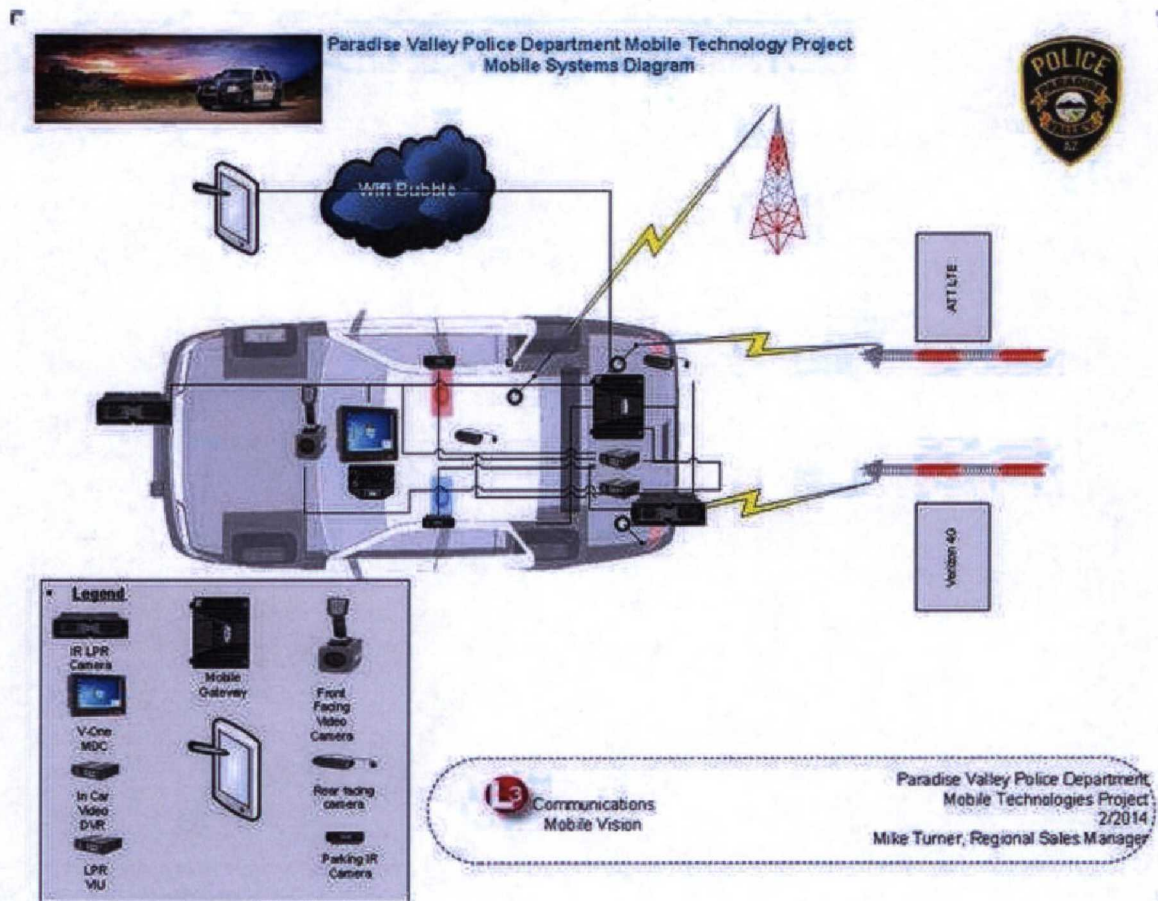
- L-3 Mobile-Vision will provide its AlertVU mobile ALPR system to Paradise Valley Police Department for its 10 police vehicles.

- Each mobile ALPR system will include:
- 1 4 port AlertVU video interface unit with internal timer and power conditioner
- 2 low profile Infra-Red LPR cameras with color overlay mounted on the push bar.
- 2 Color cameras with Infra-Red illuminators mounted in alley light positions
- Camera interconnect cables and power wires
- AlertVU Mobile Client Software

5.1.6 Mobile System Overview

L-3 Mobile-Vision has designed a fully integrated mobile technology platform that provides a single user interface for all sub-systems in the patrol vehicle. The V-One Mobile Data computer will act as the central interface for the departments system software applications as well as the in car video system, situational awareness feed and viewing applications and license plate recognition system. The V-One Mobile data computer and all other L-3 Mobile-Vision sub-systems will be connected via Ethernet to the In Motion Gateway for communication between each other. The In Motion gateway will provide wireless wide area network connectivity to all L-3 Mobile-Vision subsystems through ATT and Verizon wireless networks. Further, the mobile gateway will provide officers in the vehicle with a surrounding localized WIFI hotspot network to support future implementation of tablets for its E-Citation applications.

6.1.7 Mobile System Diagram



5.2 Back Office Equipment

5.2.1 In Car, Interview Room and Body Worn Video Management Server Infrastructure

- L-3 Mobile-Vision will provide its Digital Evidence Pro video management system to Paradise Valley Police Department to support the in car video, body worn and interview room evidence capture systems.
- The Digital Evidence Pro System Includes:
 - 1 Dell PowerEdge Rack Mounted server with dual six-core Xeon processors at 2.3Ghz, 16 GB RAM, 85TB's RAID 6 storage DASD(Directly Attached System Device),
 - 1 Red Hat v5 Enterprise Linux operating System configured specifically for the digital evidence management system
 - 1 Postgre Sql system database configured specifically for the digital evidence management system
 - 1 DVD ROM Monitor
 - 1 Keyboard
 - 1 Mouse
 - 1 Keyboard
 - 1 10/100/1000 switch
 - 1 Digital Evidence Pro web based server software licensed for 12 vehicles with base module, Interview room module, intelligent upload module, consumer DVD module.
 - 2 Integrated RIMAGE Blu-Ray archive and publishing stations for archiving and publishing of all L-3 evidentiary items.
- System Storage and Retention
 - Based on information gathered from the project staff at Paradise Valley Police Department, L-3 Mobile-Vision has configured the video management system with RAID 6 storage to address the needs of the department and it's video retention policy. Below are the details of the storage provide and the example storage requirements and metrics.

System	Retention	Amount	Archive/Backup
Mobile ALPR: (10) Fixed LPR: (36 lanes) 7.5M reads per month	12 months	6TB	Yes
Body Worn Cameras HD: (33each) (10 per shift X 4 shifts per day)	30 days for standard 90 days for tagged 24 months for case	12TB	Yes
Interview Rooms: (2 each) 2 cameras per room, 20 hours per month	24 months	2TB	Yes
In Car Video HD: 17 Vehicles, 3 cameras per vehicle, 6 vehicles per shift, 4 shifts per day	12 months minor 12 months major, 24 months case	60 TB	Yes
Total		80 TB's	

5.2.2 Wireless Local Area Network for In Car Video Upload

L-3 Mobile-Vision will provide and install a system specific wireless upload network dedicated solely for the Flashback HD in car video system. The network will consist of four each 3-Radio 802.11N wireless nodes located on the building in specific locations to provide wireless coverage in the back lot and car port. Below is a diagram depicting the location of the radio nodes and potential coverage area. (note: coverage area is estimated only)



Paradise Valley Police Department Mobile Technology Project
Wireless Network Diagram



Communications
Mobile Vision

Paradise Valley Police Department
Mobile Technologies Project
2/2014
Mike Turner, Regional Sales Manager

5.2.3 Mobile and Fixed LPR Management Server Infrastructure

- L-3 Mobile-Vision will provide its AlertVU LPR management system to Paradise Valley Police Department to support 10 mobile LPR systems and fixed LPR deployments, locations within the town to be determined at a future date.
- The AlertVU server application will be installed and reside on the L-3 Mobile-Vision In Car Video Management platform where it will co-existing using the same server and storage hardware.
- The AlertVU System Includes:
 - 1 AlertVU Enterprise web based server software for L-3 Mobile-Vision LPR clients.
 - This application will be installed on and utilize the L-3 Mobile-Vision Video Management Server Infrastructure.
 - No other server side hardware is required.
- The AlertVU LPR server supports mobile units and fixed units. As part of this contract, L-3 Mobile-Vision will supply 10 mobile systems to be installed in 10 patrol Tahoe vehicles. Locations and quantities of fixed LPR camera systems have not been determined which will be covered in a future scope discussion.
- Fixed LPR Sites and Systems
 - At the time of this contract the Paradise Valley Police Department desires to implement fixed LPR systems at many locations within the Town to address migrant criminal activity and support the public works needs for traffic monitoring. L-3 Mobile-Vision will work with the department to identify the individual intersection or street locations most advantageous to implement fixed LPR. Without having details about locations, quantity of lanes at those locations, power, network, and mounting resources, it is impossible to provide a complete fixed price estimate per location. History and averages have shown that for the LPR camera/processor, costs per lane of traffic runs between \$10,000 and \$13,000. This does not account for resources for mounting, permits (if required), and networking equipment or services for backhaul, installation, or any design documentation. Moving forward, the cost items to be considered in implementing a fixed LPR on a per site location may include:
 - LPR equipment, per lane (approximately \$10-\$13,000)
 - LPR processor and camera installation (estimated per lane \$1500.00)
 - Mounting fixture (if Town owned street light poles or other resources are not available to mount systems to)
 - Site power for LPR processor (LPR systems require 110VAC)
 - Network communications from the fixed locations back to the police department LPR server (this can be Ethernet/fiber or public or private wireless)
 - Site and system design services
 - Any trenching/digging for utilities, power/networking services
 - Permitting for fixture contraction
 - System Implementation and program management services

5.2.4 Situational Awareness Server Infrastructure

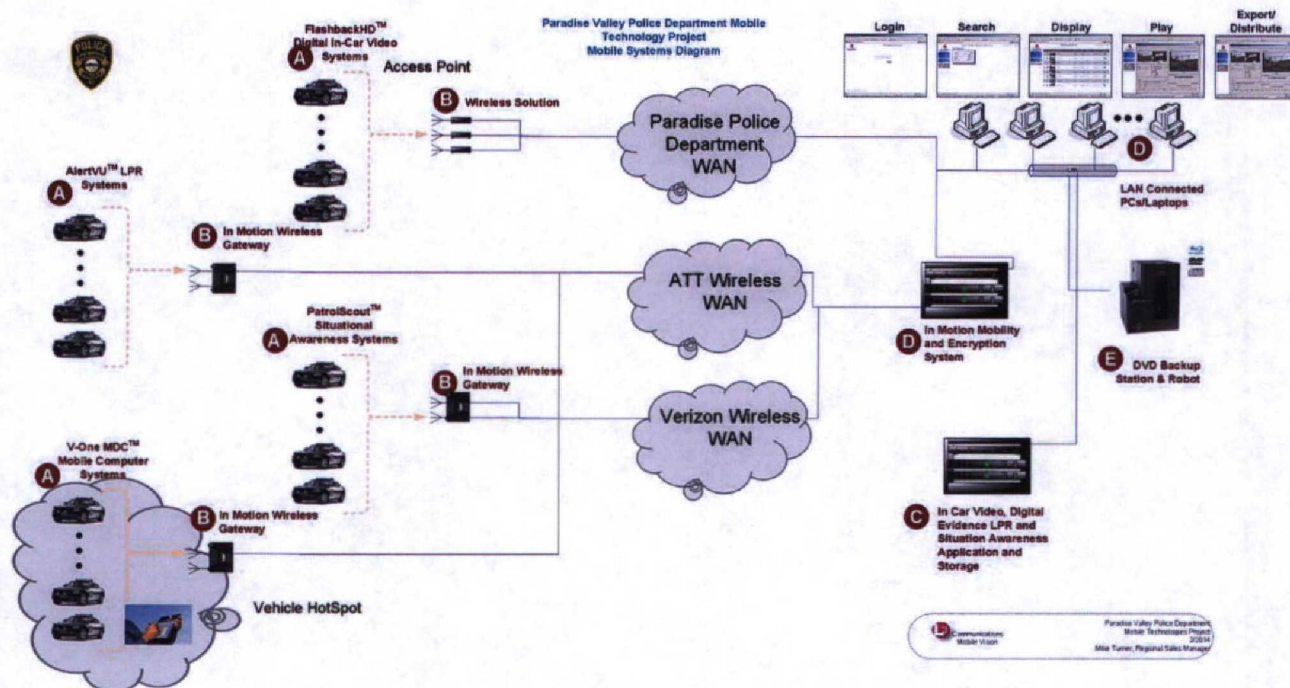
- L-3 Mobile-Vision will provide its PatrolScout Situation Awareness system to Paradise Valley Police Department to support its fleet of in car video equipped patrol vehicles. The AlertVU System Includes:
 - 1 PatrolScout Enterprise web based server software licensed for 20 DVR clients.
 - This application will be installed on and utilize the L-3 Mobile-Vision Video Management Server Infrastructure using a Windows server R2 OS installation.
 - No other server side hardware is required.

5.2.5 Body Worn Camera Systems

- L-3 Mobile-Vision will provide body worn camera system by VIEVU to Paradise Valley Police Department for 33 officers.
- Each body worn camera system will include:
 - 1 VIEVU LE-3 Body Camera
 - 1 AC Adapter for charging
 - 1 DC Adapter for Charging
 - 1 Micro USB cable for upload and charging
 - 1 pin style camera break away clip

5.2.7 Mobile Communications Gateway and Encryption Servers

- L-3 Mobile-Vision will provide In Motion Technologies onBoard Mobility Manager and onBoard Connection Manager servers applications to support the departments deployment of 17 onBoard Mobile Gateways. The applications/servers provide gateway management, systems reporting, Verizon and ATT network management and VPN/Encryption. Included are::
 - 1 onBoard Mobility Manager Hardware Enterprise Lite
 - 1 onBoard Mobility Manager Server Software License (appliance/VM, primary only)
 - 1 onBoard Mobility Manager Client License (appliance/VM)
 - 1 onBoard Connection Manager-Gateway Software License
 - 1 onBoard Connection Manager Server Software License (appliance/VM, primary and backup)
 - 1 onBoard Connection Manager Hardware
 - This application will be installed on and utilize the L-3 Mobile-Vision Video Management Server Infrastructure using a Windows server R2 OS installation.
 - No other server side hardware is required.



Section 6 Milestone Schedule

Milestone	Description	Payment
1	Shipment of project hardware, which includes any and all server, network, computer, workstation, Blu-ray burner, MDC's, mounting hardware etc.	40%
2	Installation and acceptance of Mobile Data System	15%
3	Installation and acceptance of In Car Video System and interview room system	15%
4	Installation and acceptance of LPR system	15%
5	Installation and acceptance of premise surveillance system	15%

Section 7 Changes to This Statement of Work

Changes may be made to this Statement of Work document. All changes that will affect the scope of the project, deliverables, established timelines and/or services must be documented in a change order form and executed by the Project Manager of all organizations who signed the original Statement of Work. Any such changes may result in additional costs and project delays as appropriate and delineated on the change order form.

A sample change order form is located within the Appendix section of this SOW.

Section 8 Contract

CONTRACT

This CONTRACT AND AGREEMENT, made and entered into this DATE by and between the Town of Paradise Valley, AZ, Party of the First Part, hereinafter termed the "Agency", and L-3 Mobile-Vision, Inc. party of the Second Part, hereinafter termed the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Agency, in the manner provided by law, has examined and canvassed the quotation submitted, and has determined and declared the above-named Contractor to be the most responsible party, on the above-described project, and has duly awarded this contract to said Contractor, for the unit prices named in the quotation.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have agreed, and hereby agree, as follows:

1. The contractor shall, in a good and first class, workmanlike manner, at his own cost and expense, furnish all specified materials, equipment and supplies required to provide the Agency with said equipment in strict accordance with this DATE quotation, and are made a part of this contract as fully as if the same were herein set out in length, with the following additions and/or exceptions: none.
2. The amount of CONTRACT shall be \$XXXXXXX; see Attachment A for detailed listing.
3. Payments shall be made to the Contractor as stated in the quotation document if the Agency's duly authorized representative has determined that satisfactory equipment was delivered.
4. This contract shall not be assigned, sublet or conveyed in any manner by one party without the express written consent of the other.
5. The contractor shall assume all risks incident to or in connection with any of its activities or operations during the term of this contract and shall be solely responsible for all accidents or injuries of whatsoever nature or kind to persons or property caused by its operations hereunder, and shall indemnify, defend and save harmless the Agency, its authorized agents and representatives, from any penalties or any violations of any law, ordinance or regulation affecting its operations and from any and all claims, suits, lawsuits, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operations of contractor hereunder or resulting from the carelessness, negligence or improper conduct of the contractor or any of its agents or employees.
6. If contractor shall make default in the performance of any covenant or agreement on the part of it to be performed under the terms of this contract, the Agency, in addition, to all other remedies provided by this contract or now or hereafter provided by law, may at its option, give contractor notice in writing that it declares this contract and all rights hereunder granted to contractor terminated, or it may pursue other remedies including but not limited to specific performance and damages.
7. On delivery of equipment, but prior to the acceptance thereof by the Agency, it shall be the duty of the agency engineer, or other appropriate person, to determine that said contract has been fully complied with, and upon making such determination, said official shall make his final certificate to the Agency. The contractor shall insure the obligations incurred by him in connection with the delivery of said equipment have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate will be approved and paid.
8. A sworn, notarized statement must be signed before this contract will become effective.

9. E-verify requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the Agency (Town of Paradise Valley). The Agency retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employees who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Agency. The Contractor and its subcontractors shall cooperate with the Agency's random inspections including granting the Agency entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Conflicts of Interest

This Agreement is subject to the cancellation provisions of Ariz. Rev. Stat. §38-511.

The term "Contract Documents" means and includes the following:

- | | | | |
|----|---|----|--|
| A. | Quotation provided by L-3 Mobile-Vision | C. | L-3 Mobile-Vision's Warranty Documents |
| B. | Purchase Order provided by Purchaser | D. | This Agreement |

This Agreement shall be binding upon all parties hereto and their representative heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 20__.

THE TOWN OF PARADISE VALLEY,

an Arizona municipal corporation

By: James C. Bacon, Jr. Town Manager

ATTEST:

By: Duncan Miller
Duncan Miller, Town Clerk



APPROVED AS TO FORM:

Andrew Miller
Andrew Miller, Town Attorney

Awarded Contractor:

VP L-3 MOBILE-VISION INC.
Authorized Representative

Signature

Michael Ries
ATTEST: Michael Ries, Notary
Print Name & Title

Michael Burridge, VP Sales & Marketing
(Officer/Title)
(Seal)



Section 9 Warranty and Support Overview

L-3 Mobile-Vision provides warranty and support for all systems and solutions contained and provided by this contract. Listed below are the specific support and warranty terms and conditions and processes to obtain warranty and support services.

For obtaining support and warranty services on all L-3 Mobile-Vision products

LIMITED Warranty Statement and Support Overview

L-3 Communications Mobile-Vision, Inc. (L-3 Mobile-Vision) warrants the following products for the period indicated from defects in workmanship or materials:

- FLASHBACK In-Car video system hardware and components (1) Year
- CycleVision Motorcycle video system hardware and components (1) Year
- Interview room video system hardware and components (1) Year
- MV-1 Mobile Data Computer system (2) Years
- V-One Integrated Mobile Data Computer system (3 Years)
- MobileVu Display (If purchased separately, (1) Year)
- AlertVu Automatic License Plate recognition hardware and components. (1) Year
- Digital Evidence Management System Software (1) Year
- Digital Evidence Management Hardware Solution (If Applicable) (1) Year
- Primera branded, DVD/Blu-ray Disc publisher (1) Year
- Rimage branded, DVD/Blu-Ray Disc publisher (1) Year
- VIEVU LE3 Body Worn (90 Days)

If a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, L-3 Mobile-Vision will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. The purchaser must return failed component(s) to the factory or a factory-authorized service center. Purchaser is responsible for shipment to L-3 Mobile-Vision and assumes all costs and risks. Return shipment to the Purchaser will be at L-3 Mobile-Vision's risk and expense. Note: L-3 Mobile-Vision's maximum reimbursement for return shipping shall not exceed UPS ground service rates.

Before you ship your product for warranty service, it is your responsibility to keep a separate backup copy of the system configurations and data. L-3 Mobile-Vision is not liable for any damage to or loss of any programs, data, or other information stored on any media. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

Warranty excludes labor to diagnose components in vehicle and labor to remove or reinstall components in vehicle. Warranty does not extend to any devices in or of vehicle to which an L-3 Mobile-Vision component is mounted or connected. L-3 Mobile-Vision reserves the right to charge for repairs to correct damage resulting from abuse, improper installation, or extraordinary environmental damage to components during warranty period at rates normally charged for repairing such units not covered under warranty. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use this product.

L-3 Mobile-Vision does not warrant that the operation of the product(s) will be uninterrupted or error-free. As a further limit on warranty, and as an expressed warning, the user should be aware that harmful personal contact may be made with any devices mounted into a motor vehicle in the event of violent maneuvers, collisions, or other circumstances, even though said devices are installed and used according to instructions. Purchaser will determine and accept any risk involved with the installation and use of this product. L-3 Mobile-Vision specifically disclaims any liability for injury caused by contact with its products or components in all such circumstances.

The forgoing warranty is exclusive in lieu of all other warranties of quality, fitness, or merchantability, whether written, oral, or implied. Notwithstanding, if the contractual agreement under which this product has been purchased specifies different terms and conditions, those terms and conditions specified by such contract shall prevail. All maintenance and service will be performed by L-3 Communications Mobile-Vision, Inc., 90 Fanny Road, Boonton, NJ 07005 or, at the customer's choice, by an L-3 Mobile-Vision certified service center. *Note: It is the responsibility of the user to remove and return the component(s) requiring repair.* Warranty repairs require an RA (Return Authorization) number in order to be processed. This can be arranged by calling (800) 336-8475 or by completing a Return Authorization form on our website: www.L-3Com.com/MV

THE LIMITED WARRANTY SET FORTH ABOVE IS L-3 Mobile-Visions' ONLY WARRANTY IN CONNECTION WITH L-3 Mobile-Visions' HARDWARE AND/OR SOFTWARE PRODUCTS. ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL L-3 Mobile-Visions' LIABILITY UNDER THIS WARRANTY EXCEED THE OBLIGATION TO REPAIR OR REPLACE, AT L-3 Mobile-Visions' DISCRETION, A WARRANTED PRODUCT, AND, WITHOUT LIMITING THE FOREGOING, L-3 Mobile-Vision's LIABILITY UNDER THIS WARRANTY SHALL NOT EXCEED THE COST OF THE COVERED PRODUCT.

Compliance with U.S. Export Laws & Regulations: When required by law, transactions which are subject to the Export Administration Act, 15 CFR – Export Administration Regulations, Arms Export Control Act, 22 CFR - International Traffic in Arms Regulations, and all other applicable U.S. Import/Export Laws and Regulations shall be adhered to without exception. Buyer shall not forward, redirect or re-export goods, data or information in violation of such laws and regulations. Seller shall be held harmless by Buyer in the event that any regulatory requirement may impact Seller's performance, price or schedule.

Warranty excludes the following:

- Intentional misuse or abuse
- Unauthorized maintenance
- Product or parts that have been modified to alter functionality or capability
- Data recovery resulting from hard drive failure
- Virus damage
- Data Migration
- Operational failure due to network or security changes
- Any networked component not provided by L-3 Mobile-Vision
- UPS Devices
- All consumable items
- Onsite service
- Damage caused by third party products and/or software
- Cosmetic damage that does not affect the functionality of the system
- Damage that occurs in shipment.

VIDEO MANAGEMENT SOFTWARE (if applicable)

L-3 Mobile-Vision warrants its video management system (DES) to be free from operational and material defects and covers all software updates for a period of one (1) year from original "implementation" date (the date that L-3 Mobile-Vision's Support Engineers performed onsite server installation, configuration, and training). If onsite implementation was not purchased with the server (typical of software-only products), the (1) year warranty commences on the original factory ship date. Software-only customers please see "END-USER LICENSE AGREEMENT and Limited Warranty". L-3 Mobile-Vision warrants that its video management systems are adequate in features and functions to facilitate the management of video for law enforcement purposes. L-3 Mobile-Vision will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use or inability to use this product.

VERSION SUPPORT

We support the current and last two Major releases of DES and ALPR software products

VIDEO MANAGEMENT HARDWARE (if applicable)

During the warranty period, L-3 Mobile-Vision agrees to repair or replace any video management system component (based on that component's availability) that fails due to defective materials or workmanship. Sole responsibility under this warranty shall be to repair, adjust, or replace (at L-3 Mobile-Vision's option and according to the manufacturer's warranty conditions) any software, equipment, and peripheral that is part of the originally installed system that fails during this period and is not subject to any of the exclusions listed herein. Equipment, peripherals, and software supplied by customer are excluded from coverage. In most instances, server hardware that requires Next Business Day Onsite Service will be coordinated through L-3 Mobile-Vision and provided by Dell Computer. The L-3 Mobile-Vision Technical Support Engineer will determine if an onsite service technician must be dispatched to support a qualified repair. For Next Business Day Onsite Service, a technician will typically arrive onsite the next business day. Generally, calls received by L-3 Mobile-Vision before 4:00 p.m. local (EST) will qualify for next-business day service, however, L-3 Mobile-Vision has no liability should the provider (DELL) postpone, cancel, or delay the service. In the event that additional parts/resources are required once the onsite technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive.

NON-WARRANTY REPAIR WORK

Note: excludes RIMAGE, PRIMERA and DELL (server and storage) branded products as well as associated network (access points, switches, UPS) equipment. We will assist your agency in facilitating repairs for these products through the provider.

The customer may return a product for repair that is not covered by warranty. A standard repair fee, specific to the product, is charged for any product that is repaired outside of the warranty period. Repairs performed on products out of warranty carry a 90-day warranty, which begins the day the repaired item is shipped back to the customer. For items classified as "No Trouble Found" (NTF): the customer is notified if, after examining and testing a returned product, L-3 Mobile-Vision concludes that the product is not defective. The product is returned at the customer's expense and the customer is charged a nominal examination and testing fee (Bench Fee) or the standard repair fee, whichever is less.

SUPPORT

Warranty repairs and support can be arranged by calling (800) 336-8475 between the hours of 8:00 a.m. and 5:00 p.m. EST or via e-mail at DESSUPPORT.MVI@l-3com.com (a valid warranty or extended maintenance agreement is required to receive technical support) where a ticket number will be designated and the issue assigned to a member of the support team. An authorized point-of-contact name and phone number will also be needed in case follow-up information is required. L-3 Mobile-Vision provides on-line diagnosis and support for our Back Office video management systems. Most service requests can be handled through this remote method. If the problem is determined to be related to any of the L-3 Mobile-Vision provided hardware, then L-3 Mobile-Vision will coordinate the service with the appropriate hardware provider and facilitate the fix or replacement. Should an agency not be able to, or prefers not to provide the support necessary for our technicians to repair the equipment remotely, onsite service may be required. L-3 Mobile-Vision does not guarantee a specific response time if onsite service is required. Your organization will be responsible for the cost of onsite service calls performed by L-3 Mobile-Vision. *Please note: We will attempt to contact your representative (3) times. If we do not hear from your representative 24 hours after we place the 3rd call, the issue will be deemed resolved and we will close the ticket.*

Note: Some component parts are specifically designed for customer removal and replacement. If during troubleshooting the L-3 Mobile-Vision support engineer determines that a repair can be accomplished with such a part or component, L-3 Mobile-Vision will ship the component part directly to the customer. Unless otherwise noted, service parts will be shipped via ground freight service.

Service Level Objective: While L-3 Mobile-Vision does not guarantee resolution time, we strive to resolve all cases in a fast and efficient manner to ensure customer satisfaction.

Non-critical issues will be acknowledged within 1 business hour, Monday-Friday only, excluding holidays. Resolution will begin within 24 hours followed by on-going daily status updates until resolution is confirmed with the POC.

Critical Support issues (Priority 1) will be acknowledged within 1 business hour. Resolution will begin within 4 business hours followed by ongoing daily status updates until the resolution is confirmed with the POC. After-hours requests for critical support will be handled in the same manner. However, response will start within 4 hours of the call.

After hours/Holiday/Weekend support: If the request for a support call is made outside the aforementioned normal hours, a callback will be made no later than the next business day. If you have a Priority 1 issue, you will need to state the issue and severity in your e-mail or voicemail. Your issue will be escalated to the on-call Technical Support Engineer and will be addressed within (4) hours.

Support Classifications

Priority 3 – Product feature and/or administration questions. Low severity.

Priority 2 – Minor feature/product failure, convenient workaround exists. This may require servicing or repair of one or more components. If service or repair is required, we will issue an RMA number and instruct your representative to return the defective components to us or a designated service center or third party provider. Advance replacement of components will be at the discretion of L-3 Mobile-Vision.

Priority 1 - Product or major feature failure or data corruption. The system is not operational or useable by your organization. Resolution times may vary depending on the nature of the problem and your representative's availability. We will continue to provide updates until the ticket is closed.

For obtaining support and warranty services on non L-3 Mobile-Vision Equipment

Motion Computing Tablets Warranty

Warranty and Service can be obtained through Motion Computing directly for all Motion Computing items contained in this proposal per the warranty provisions and limitations listed below.



Warranty and Product Services

United States Services Overview

Extended Warranty

Features:

- Available options up to 3 years for CL-Series and up to 5 years for J-Series and F5/C5-Series
- Covers defective component parts and product replacement if deemed necessary
- Five day turnaround on repairs

Does not cover:
*Consumable parts (batteries, pens, etc.)
 Cosmetic damages
 Ordinary wear and tear
 Accidental damage or misuse
 Screen scratches or breaks*

Basic Coverage

Accidental Damage Protection

Features:

- Only available with warranty coverage
- Coverage must match warranty length
- Covers all system components
- Perfect for high-risk environments
- Reduces burden on IT staff
- Reduces out-of-warranty repair expenses
- Display protection included

Does not cover:
*Consumable parts (batteries, pens, etc.)
 Cosmetic damages
 "Acts of God"*



Limit one incident per system under protection for each 12 month period of coverage.

Complete Coverage

Motion Guard

Features:

- Theft
- Fire
- Vandalism
- Natural disasters, except earthquake and flood
- Coverage in transit anywhere within the US and Canada

Ultimate Downtime Protection

Service Availability

	1 Yr	2 Yr	3 Yr	4 Yr <small>CL-Series and Consumer</small>	5 Yr <small>CL-Series and Consumer</small>
Extended Warranty Coverage	Standard CL-Series J-Series	Option CL-Series Only ✓	Standard F5-Series C5-Series J-Series Option CL-Series J-Series	Option F5-Series C5-Series J-Series ✓	Option F5-Series C5-Series J-Series ✓
Accidental Damage Protection	Option CL-Series J-Series Only ✓	Option CL-Series Only ✓	Option All Products ✓	Option F5-Series C5-Series J-Series ✓	Option F5-Series C5-Series J-Series ✓

Reduce Risk and Downtime with Motion Product Services:
 Motion offers many product warranty choices to help your organization select the best level of coverage based on your business process needs. Rest assured that each product service includes Motion's trained and certified product support specialists that will help to get your organization and mobile workers back to productivity and reduce the burden on your IT staff.

For more information contact your local Motion representative.

These plans do not cover damages incurred, directly or indirectly, by:

- any loss, repair or replacement necessitated by acts of God
- misuse, abuse or damage caused by non-authorized repair personnel
- preexisting conditions for any covered component or defect that is subject to neglect, abuse or damage prior to the issuance of the coverage
- cosmetic damages to any products, components or consumable parts
- loss or damage to stored data, repairs related to installed software, computer viruses, restoration of software to your product or computer hardware that is added after the original purchase

MotionGuard® available in the United States only



www.MotionComputing.com

Motion F5te Three-Year Warranty

Motion Warranty Extended to Three Years for F5te

The Motion F5-Series rugged tablet PC was the first Motion product that came with a three-year limited warranty. Motion believes that the F5te can live up to the demands of mobile field professionals and therefore offers this long term warranty protection. There are **extended warranty options** for 4 and 5-year terms.

ADDITIONAL WARRANTY FEATURES

Warranty was created to protect against incidents that can occur in the field.

The F5te has been rigorously tested for conditions field workers may occasionally face such as bumps, drops or exposure to wind, heat and rain. The warranty leads the industry in protection for durable PCs, covering damage from short drops (approx. 48 inches) or exposure to rain and dust.

THE F5TE HAS BEEN TESTED TO ENSURE IT CAN WITHSTAND COMMON FIELD-TEST SCENARIOS INCLUDING:

- **Shock:** Bumping unit against a hard surface while working.
- **Temperature:** Typical operating conditions (indoor/outdoor) for example, product left in the trunk of a vehicle during the summer or winter.
- **Moisture:** Working outdoors in light blowing rain. Rain moisture or possibly a liquid spill.
- **Dust:** Dusty outdoor conditions. Covered with dirt or dust – the system is cleanable with normal cleansers.

For obtaining support and warranty on In Motion Products:



STANDARD ONE-YEAR LIMITED WARRANTY

Mandatory Statutory Rights

This Limited Warranty sets forth the responsibilities of In Motion Technology Inc. and its affiliates ("In Motion") regarding In Motion's products or products offered for sale by In Motion, including the onBoard™ Mobile Gateway, the onBoard™ Mobility Manager Appliance, the onBoard™ Connection Manager, and the In Motion Technology Applications (e.g. onBoard Tracker). (collectively, the "Products"). "Customer" means the original end user purchaser of the Products. To the extent In Motion cannot lawfully disclaim any applicable implied or statutory rights relating to the Products, nothing in this Limited Warranty affects such rights. If Customer is a consumer, Customer may be protected by consumer protection laws and regulations in the Customer's country of domicile, therefore certain limitations in this Limited Warranty may not apply to the Customer.

Limited Warranty

In Motion warrants to the Customer that its Products are free from any defects in material or workmanship under normal use for a period of up to one year, which begins 30 days from the date of shipment of the Products to the Customer (the "Warranty Period"). During the Warranty Period, if the Product is found by In Motion to be defective, the sole responsibility of In Motion under this Limited Warranty is limited to repair or, at the option of In Motion, replacement of the Product without charge for parts, software bug fixes, or labor, to whatever extent it shall deem necessary to restore the Product or component to proper operating condition in accordance with applicable specifications for the Products at the time of purchase. Any replacement will consist of a new or re-manufactured functionally equivalent Product of equal value, and will be solely at the discretion of In Motion. This Limited Warranty is enforceable in the country where the Customer is domiciled. To the maximum extent permitted under applicable law, if the Product is repaired or replaced during the Warranty Period, the warranty for the repaired Product or the replaced Product, as applicable will expire upon the later of (i) three months from the date of shipment of the repair or replaced Product to the Customer or (ii) expiration of the original Warranty Period. To the maximum extent permitted under applicable law, this Limited Warranty is not transferable by the Customer.

Hardware Repair or Replacement

This Limited Warranty is provided to Customer by In Motion. In order to return the Products to In Motion for repair or replacement, Customer will:

- I. contact In Motion technical support to advise In Motion of the request to return the Product and provide to In Motion the Product serial number to

obtain a Return Merchandise Authorization ("RMA") number;

- II. return the Product(s) to In Motion at the address specified by In Motion technical support, together with the RMA number; and
- III. if the part is being shipped from outside Canada, complete the required forms as advised by In Motion's technical support personnel with respect to the information required by Canada Customs. In Motion is not responsible for any delays in shipping caused by Canada Customs.

The Customer will be responsible for installing any repaired or replacement Product. All service parts removed from Customer's Product become the property of In Motion. Any parts removed from the Product prior to repair that require replacement as part of the replacement or repair process will be invoiced to the Customer at current list prices. In Motion will be responsible for RMA shipping one way (return to Customer) of repaired or replacement Product hardware.

Software

In Motion warrants that the Software will perform substantially in accordance with the specifications set forth in the then current Documentation for a period of one year from the date it is delivered. The Software is provided "as is". In no event does In Motion warrant that In Motion's software is error free or that the Customer will be able to operate such software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, In Motion does not warrant that its software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

Limitations

This Limited Warranty does not apply to: (a) normal wear and tear; (b) Products manufactured by parties other than In Motion, which include, without limitation, antennas and RFID tags; (c) problems relating to hardware and software other than In Motion's hardware or software such as, but not limited to, problems with power sources, network lines, plug-in radio cards, computers; (d) if the Product was not purchased from In Motion or its authorized retailers or distributors; (e) to damages caused by accidents, acts of God, modifications contrary to In Motion's documentation or specifications applicable to the Product, misuse, moisture or liquids, proximity or exposure to heat, abnormal working conditions (e.g. high voltage, AC voltage, corrosion), accident, abuse, neglect, misapplication, Customer's failure to abide by the use, safety, and maintenance instructions contained in the



packaging of the Product or made available by In Motion, or repairs or modifications made by anyone other than In Motion or its authorized service providers; (f) to any Product where the serial number has been removed or that has been damaged, defaced, removed or rendered defective, including, without limitation, as a result of misuse, abuse, contamination, improper or inadequate maintenance, or other external causes; (g) to any equipment other than the Product; (h) to malfunction or defects resulting from the use of the Product with products, services or ancillary or peripheral equipment not expressly approved or provided by In Motion, and where it is determined by In Motion that such malfunction or defect is not the fault of the Product itself; (i) to any software, whether or not supplied by In Motion; (j) to improper installation or testing of the Product by someone not authorized by In Motion, including, without limitation, improper wiring; or (k) In Motion is unable to find any faults or defects in the returned Product.

Data Backup

In Motion is not responsible for data, software, applications, or information that may be damaged, lost or destroyed, including, without limitation, data damaged, lost or destroyed during the servicing, repair or replacement of the Product. PRIOR TO RETURNING THE PRODUCT TO IN MOTION, CUSTOMER MUST: (A) BACKUP CUSTOMER'S DATA, SOFTWARE, CONFIGURATION FILES, APPLICATIONS, AND INFORMATION; AND (B) WIPE AND/OR REMOVE ANY DATA, FILES, AND/OR ANY PERSONAL AND CONFIDENTIAL INFORMATION. For clarity, this Limited Warranty does not cover the backup, recovery or reinstallation of Customer's data, software, or information on the Products.

Exclusive Remedies

Repair or replacement of the Product as provided for in this Limited Warranty is the exclusive remedy of the Customer under this Limited Warranty. To the extent permitted by applicable laws, this Limited Warranty is in lieu of all other conditions, endorsements, guarantees, representations, or warranties, whether express or implied.

Disclaimer

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN MOTION AND ITS LICENSORS, HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, ENDORSEMENTS, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES, CONDITIONS, ENDORSEMENTS, GUARANTEES, OR REPRESENTATIONS OF MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF TECHNOLOGICAL VALUE. WHERE IN MOTION CANNOT LAWFULLY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES RELATING TO THE

PRODUCT, CUSTOMER'S STATUTORY RIGHTS ARE NOT AFFECTED BY THIS SECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL IN MOTION, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PRINCIPALS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) RESULTING FROM THE USE, INABILITY TO USE, OR FAILURE OF ANY OF THE PRODUCTS OR FOR DIRECT DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE APPLICABLE PRODUCT, EVEN IF IN MOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ANY DAMAGES, LOSSES, OR LIABILITY HOWSOEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), EXCEPT WITH RESPECT TO LIABILITY FOR DEATH OR BODILY INJURY OR STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACT OR OMISSIONS, FOR WHICH NO LIMITS APPLY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS ABOVE MAY NOT APPLY TO CUSTOMER.

Termination

If a Customer modifies, misuses, tampers with, or subjects to abnormal working conditions any Product, In Motion may terminate this Limited Warranty with respect to such Product.

Governing Law

This Limited Warranty will be governed by and interpreted in accordance with the laws (procedural and substantive) applicable in the province of British Columbia, Canada and the federal laws of Canada applicable therein without regard to the conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Limited Warranty.

Dispute Resolution

Any controversy, question, claim or other dispute arising out of or relating to this Agreement must be conclusively settled by submission to arbitration (the "Arbitration"). The Arbitration will be conducted by a single arbitrator in Vancouver, British Columbia, pursuant to the provisions of the *Commercial Arbitration Act* (British Columbia) and any amendments thereto, and the determination of such arbitrator will be final and



binding upon Customer and In Motion. The language of the Arbitration shall be English. This "Dispute Resolution" section does not apply to Québec consumers.

Severability

To the extent any section, clause, provision or sentence or part thereof ("Part") of this Limited Warranty is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that Part will not affect: (a) the legality, validity or enforceability of the remaining Parts of this Limited Warranty; or (b) the legality, validity or enforceability of that Part in any other jurisdiction, and that Part will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Limited Warranty valid and enforceable.

Waiver

The failure by In Motion to insist on strict compliance with any provision of this Limited Warranty will not be deemed to be a waiver of such provision, and a waiver of any provision of this Limited Warranty at any one time or times will not be deemed to be a waiver for any other time. The failure of In Motion to assert its rights in a timely fashion for any of its rights or remedies under the provisions of this Limited Warranty will not be interpreted as a novation or a waiver of any subsequent or continuing breach and will not serve to modify, alter or restrict the right of In Motion to assert any rights at any time thereafter.

Privacy

In Motion may collect, use, or disclose customer information in the course of fulfilling its obligations under this Limited Warranty, and such collection, use, and disclosure will be in accordance with In Motion's privacy policy available online at www.inmotiontechnology.com/privacypolicy/.

Delay

Neither In Motion nor the Customer shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.

Fees

In addition to In Motion's fees and other charges, the Customer will pay, and will indemnify and hold In Motion harmless from, any excise, sales, use, value-added, import, export or other taxes (not based on In Motion's net income), and any inspection fees, duties, tariffs, imposts or similar charges, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, levied on the delivery of support services by In Motion to the Customer. If the government of any country requires the Customer to withhold or deduct any taxes, charges or other duties from any payments due from the Customer to In Motion, the Customer will pay any additional amounts as may be necessary in order that the net amounts received by In Motion after any such

withholding or deduction equals the amounts to be paid to In Motion without such withholding or deduction.

Support Contact

Phone: +1 866-468-2968

Email: support@inmotiontechnology.com

Support Hours: 6:30 am to 4:30 pm Monday to Friday (Pacific Time) excluding US statutory holidays.

Brother™ Printer and Printer Accessories Warranty

Warranty and Service can be obtained through Brother directly for all Brother items contained in this proposal per the warranty provisions and limitations listed below.

Brother™ One Year Limited Warranty (USA Only)

Who is covered:

- This limited warranty ("warranty") is given only to the original end-user/retail purchaser (referred to in this warranty as "Original Purchaser") of the accompanying Product, consumables and accessories (collectively referred to in this warranty as "this Product").
- If you purchased a product from someone other than an authorized Brother reseller in the United States or if the product was used (including but not limited to floor models or refurbished product by someone other than Brother) prior to your purchase you are not the Original Purchaser and the product that you purchased is not covered by this warranty.

What is covered:

- This Product includes the machine and may include Consumable and Accessory Items. Accessory Items may include, but are not limited to USB cable, AC adaptor and photo sleeves. Consumable Items may include but are not limited to BMS paper, battery, tape cassettes and label rolls.
- Except as otherwise provided herein, Brother warrants that the machine and the accompanying Consumable and Accessory Items will be free from defects in materials and workmanship, when used under normal conditions.
- This warranty applies only to Products purchased and used in the United States. For Products purchased in, but used outside the United States, this warranty covers only warranty service within the United States.

What is the length of the Warranty Periods:

- Machine: one year from the original purchase date.
- Accompanying Consumable and Accessory Items: 90 days from the original purchase date or the rated life of consumable, whichever comes first.

What is NOT covered:

This warranty does not cover:

- (1) Physical damage to this Product;
 - (2) Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to shipping this Product without the proper preparation and/or packaging);
 - (3) Damage caused by another device or software used with this Product (including but not limited to damage resulting from use of non Brother™-brand parts and Consumable and Accessory Items);
 - (4) Consumable and Accessory Items that expired in accordance with a rated life;
 - (5) Problems arising from other than defects in materials or workmanship.
- This limited warranty is VOID if this Product has been altered or modified in any way (including but not limited to attempted warranty repair without authorization from Brother and/or alteration/removal of the serial number).

What to do if you think your Product is eligible for warranty service:

Report your issue to our Customer Service Hotline at 1-800-255-0415 or mobilesolutionsinfo@Brother.com within the applicable warranty period. Supply Brother with a copy of your dated bill of sale showing that this Product was purchased within the United States.

What Brother will ask you to do:

After contacting Brother you will be required to send the Product properly packaged, freight prepaid, to Brother together with a photocopy of your bill of sale. Brother will provide a Return Authorization Number (i.e. RA#) that must be written on the outside of the carton that contains your Product and instructions to where you should return your Product. You are

responsible for the cost of shipping, packing the Product, and insurance (if you desire). You are also responsible for loss or damage to this Product in shipping.

What Brother will do:

If the problem reported concerning your Product and/or accompanying Consumable and Accessory Items is covered by this warranty and if you first reported the problem within the applicable warranty period, Brother will repair or replace the Product and/or accompanying Consumable and Accessory Items at no charge to you for parts or labor. The decision as to whether to repair or replace the Product and/or accompanying Consumable and Accessory Items is made by Brother in its sole discretion. Brother reserves the right to supply a refurbished or remanufactured replacement Product and/or accompanying Consumable and Accessory Items and use refurbished parts provided such replacement Products conform to the manufacturer's specifications for new Product/parts. The repaired or replacement Product and/or accompanying Consumable and Accessory Items will be returned to you freight prepaid.

If the Product and/or accompanying Consumable and Accessory Items are not covered by this warranty (either stage), you will be charged for shipping the Product and/or accompanying Consumable and Accessory Items back to you and charged for any service and/or replacement parts/Product at Brother's then current rates.

Identification: Brother shall be allowed to place identification marks on equipment covered and repaired under this agreement.

Limitations:

Brother is not responsible for damage to or loss of any equipment, media, programs or data related to the use of this Product. Except for the repair or replacement as described above, Brother shall not be liable for any direct, indirect, incidental or consequential damages or specific relief. Because some states do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to you.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, DRAWING, MODEL OR SAMPLE. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- This Limited Warranty is the only warranty that Brother is giving for this Product. It is the final expression and the exclusive and only statement of Brother's obligations to you. It replaces all other agreements and understandings that you may have with Brother or its representatives.
- This warranty gives you certain rights and you may also have other rights that may vary from state to state.
- This Limited Warranty (and Brother's obligation to you) may not be changed in any way unless you and Brother sign the same piece of paper in which we (1) refer to this Product and your bill of sale date, (2) describe the change to this warranty and (3) agree to make that change.

Important: We recommend that you keep all original packing materials, in the event that you ship this Product

Section 10 System Acceptance

10.1 System Acceptance and Acceptance Plan

L-3 Mobile-Vision will develop and provide standard system acceptance test plans for the project milestones based on the sample listed below.

L-3 Communications Mobile-Vision Inc. SAMPLE Acceptance form

Item	Description	L-3 Sign-off	OPD Sign-off
	Video Capture & Audio System		
1	Zoom - optical 12X - digital 144X		
2	Illumination - 1lux		
3	Color capture		
4	LCD monitor		
5	30fps recording		
7	Automated event recording		
8	File time-stamp		
9	Capture GPS data - speed and direction		
10	Manual stop recording		
11	Disallow editing of files		
12	Audio via wireless mic		
13	720X480 Recording		
	Video Data Transfer		
14	Automatic 802.11x wireless transfer		
15	Files encrypted and compressed		
16	Data to include video, audio, event data		
17	Swappable storage		
18	Power-down after file transfer		
	Data Storage & Management		
19	Receive data via wireless or removable storage		
20	Store data in case folders that can be exported		
21	Search data based on officer name, date, time type of incident, etc		
22	Ability to specify the beginning and ending of a video clip		
23	Create a chain of custody report		
24	Ability to specify users and levels of security		
	Training		
25	DVR officer training to training officer		
26	Application training for command staff		
27	IT Administrative training		
	Installation		
28	Installation of Flashback DVRs into Vehicles and Motorcycle		
29	Installation of Wireless Access Points		
30	Connection of Digital Evidence Server to wireless infrastructure		

SAMPLE

10.1.2 Implied System Acceptance

Implied system acceptance occurs after the system, systems and/or products have been successfully installed and the system, systems and/or products are operational in a production environment. If the customer declines to sign the ATP and the system is being used in a production environment, L-3 Mobile-Vision will assume an Implied System Acceptance and will be in compliance with that milestone for payment and other contractual purposes.

Section 11 System Pricing

Paradise Valley Police Department

Integrated Solutions Proposal Required Items

<u>Item</u>	<u>QTY</u>	<u>Description</u>	<u>Cost</u>	<u>Extended</u>
1	18	<u>In Car Video System</u> -Digital HD in car video system with digital video recorder, front facing camera, rear IR prisoner camera, rearward facing camera, 16GB Memory, Crash Sensor, dual wireless mic and dock, 802.11N antennas and MDC software for in car video and Patrol Scout. (17 plus 1 spare)	\$7,783.95	\$140,111.10
2	1	<u>In Car Video System Bench top Stand</u> - Bench top stand and power supply for desktop operation of V-One mobile data computers.	\$395.00	\$395.00
2	1	<u>Video and LPR Management System</u> -Primary Video, LPR and Digital Evidence Management system for in car, interview room, LPR, body worn and case related media, Includes DEP/AlertVu Server package with Dell Rack Server, 85 TB's total, 34 TB RAID 6 storage, dual 6 core Intel Xeon 2.3Ghz processors, 16 GB RAM, Red Hat v5 Enterprise Linux/PostgreSQLDB, 34TB RAID JBOD, DVD-ROM, Monitor, Keyboard/mouse, Card Reader, 10/100/1000 switch, Digital Evidence Pro Server Software Package with base module, intelligent downloading module, archiver module, case module and consumer DVD module, 2 blu-Ray DVD publishing and archiving stations with built-in workstation and 100 disk capacity.	\$75,864.00	\$75,864.00
4	4	<u>Video Wireless Upload Network</u> - Includes 4 each three radio NEMA enclosed Access Point Nodes with antennas and arrestors. These will be located on the building facing the back parking area, sally port and car port	\$3,197.00	\$12,788.00
5	33	<u>Body Worn Camera Systems</u> - Includes HD Body worn Camera black with ac charger, cable 12vdc adapter and dual clips	\$899.95	\$29,698.35
6	18	<u>Mobile Data Computer System</u> - i7 processor with 8GB RAM, 300GB solid state drive, Windows 7 64bit OS, Bluetooth, GPS, 802.11BGN, SD Card slot, PCI Express Card Slot, 1600nit LED 12.1" Infra-Red touch screen Display, Integrated power management and timer system, 2 1G Ethernet Cards/Ports, 2 serial Ports, 1 VGA port, 4 USB ports, powered external USB hub, NEMA qwerty keyboard. (17 plus 1 spare)	\$5,870.76	\$105,673.68

7	1	<u>Mobile Data Computer Bench top Stand</u> -Bench top stand and power supply for desktop operation of in car video systems.	\$395.00	\$395.00
	36	<u>Mobile Tablet System</u> - i7 processor with 8GB RAM, 256GB solid state drive, Windows 7 64bit OS, Bluetooth, GPS, 802.11BGN, fingerprint reader, barcode reader, RFID reader, cameras, 10.1" touch screen Display. (Motion Computing model F5te-3 year warranty)	\$3,495.00	\$125,820.00
	36	<u>Clip Carry for Mobile Tablet</u> - Clip carry mount and strap for hand held use.	\$165.00	\$5,940.00
	36	<u>Mag Stripe Reader</u> - For F5te tablet, USB	\$399.00	\$14,364.00
	5	<u>Mobile Printer Systems</u> - Brother model PJ663 includes 300dpi printer, integrated USB, IrDA, Bluetooth, no battery, doc set, no accessories, 1 year warranty	\$655.00	\$3,275.00
8	1	<u>Command Vehicle Display System</u> Includes second MobileVu monitor 12.1" XGA Touch screen (slave) with driver, keyboard, USB Hub and extension, VGA/Serial and audio cables (16').	\$2,995.00	\$2,995.00
9	1	<u>Mobile Gateway and Wireless Encryption Solution</u> - Includes 17 In Motion wireless gateways with GPS, Telemetry scanner kit, 802.11 LAN (vehicle bubble), 802.11WAN (backhaul), Verizon 4G LTE radio, AT&T LTE radio, 1 Mobility Manager applications and server, 1 Connection Manager Application and server(VPN/Encryption/Persistent connection) software and server, server installation/config of all gateways and training, vehicle antennas and 1 year support.	\$102,793.00	\$102,793.00
10	10	<u>Mobile LPR Systems</u> - Includes 4 port Video Interface Unit, 2 Infra-Red/Color overlay cameras, 2 color/IR parking cameras, camera cables for trunk mounted VIU and power cables.	\$17,950.00	\$179,500.00
11	1	<u>Situational Awareness/Live Stream Solution</u> - Includes 20 seat server software package and OS to be installed on Video Management server.	\$4,999.00	\$4,999.00
	17	<u>Mobile Tablet Vehicle Docking System and mount</u> - Vehicle docking station and ball mount for F5te	\$895.00	\$15,215.00
	2	<u>Mobile Tablet 5-Bay Docking Station</u> - Tablet docking station for 5 units (office)	\$2,390.00	\$4,780.00
	10	<u>Mobile Tablet Spare Battery</u> - spare battery F5te	\$165.00	\$1,650.00
	6	<u>Brother PocketJet6 Spare Battery</u> - Extended use Li-Ion battery for PJ printer	\$155.00	\$930.00

13	1	<u>Command Vehicle Display System Mount-</u> Includes monitor and keyboard mount for rear of Tahoe.	\$695.00	\$695.00
14	17	<u>Mobile Data Computer Mount Systems-</u> (Tahoe) Includes Havis Shields Swing out Dash mount for MDC, side mount console pedestal, motion mechanism, and quick release keyboard adapter.	\$995.00	\$16,915.00
	5	<u>Mobile Printer Vehicle Mount and installation kit-</u> Includes in vehicle 4inch roll mount, bulkhead shelf mount and 14 foot adapter wire kit	\$345.00	\$1,725.00
16	1	<u>Program/Project Management-</u> Program management services for 120hours/6 months and 4 site visits to manage the Mobile Technology Project from kickoff to system acceptance.	\$85,000.00	\$85,000.00
17	1	<u>Onsite back office implementation, training and configuration (L-3 Mobile-Vision core products)-</u> Includes server installation, application configuration, system optimization, 17 vehicular systems optimization and configuration and solution/systems training. 18 days onsite total.	\$35,970.00	\$35,970.00
18	1	<u>Vehicle and Network installation-</u> includes onsite removal of existing in car camera system, installation of all proposed vehicle systems and wireless upload network for in car video system.	\$52,351.20	\$52,351.20
Subtotal				\$1,019,842.33
Shipping and Handling				\$4,150.00
Sales Tax				\$74,859.06
<u>Total</u>			-	<u>\$1,098,851.39</u>

Maintenance costs provided below are discounted and considered part of this contract. If purchased separately costs estimates will be provided at that time and will be available at an increased cost.

Paradise Valley Police Department

Integrated Solutions Proposal 5 Year Extended Maintenance Costs

<u>Item</u>	<u>QTY</u>	<u>Description</u>	<u>Cost</u>	<u>Extended</u>
1	18	<u>In Car Video Hardware 5 year extended maintenance plan-</u> Includes extended maintenance coverage on in car camera systems.	\$1,400.00	\$25,200.00
2	1	<u>Video and LPR Management System 5 year extended maintenance plan-</u> Includes extended maintenance coverage on backend server and storage hardware, access points, server software Blu-Ray publishing systems.	\$37,433.80	\$37,433.80
3	18	<u>Mobile Data Computer System 5 year extended maintenance plan-</u> Includes extended maintenance coverage on the Mobile Data computers. (standard warranty applies to mounting equipment)	\$695.00	\$12,510.00
4	1	<u>Mobile Gateway and Wireless Encryption Solution 5 year extended maintenance plan-</u> Includes extended maintenance coverage on all In Motion related equipment including gateways, firmware, servers and software.	\$22,262.00	\$22,262.00
5	10	<u>Mobile LPR Systems 5 year extended maintenance plan-</u> Includes extended maintenance coverage on the AlertVU lpr car equipment and backend server software.	\$12,833.60	\$128,336.00
6	36	<u>Mobile Tablet System 5 year extended maintenance plan-</u> Includes extended maintenance coverage on the Mobile tablet computers. (standard warranty applies to mounting equipment)	\$310.00	\$11,160.00
7	5	<u>Mobile Printer System 5 year extended maintenance plan-</u> Includes extended maintenance coverage on the Mobile Printers.	\$185.00	\$925.00
8	1	<u>Situational Awareness/Live Stream Solution 5 year extended maintenance plan</u>	\$34,200.00	\$34,200.00
		Subtotal		\$272,026.80
		Sales Tax		TBD
		<u>Total</u>	-	<u>\$272,026.80</u>

Section 12 Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
1-212-994-7100
Arthur J. Gallagher Risk Management Services, Inc.
250 Park Avenue
3rd Floor
New York, NY 10177

CONTACT NAME
Guadalupe Vera
PHONE (AC, PR, Ext): 212-994-7072
FAX (AC, No):
E-MAIL
ADDRESS: Guadalupe.Vera@ajg.com

INSURED
L-3 Communications Corporation
and all of its divisions and subsidiaries
600 Third Avenue
New York, NY 10016

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: INSURANCE CO OF THE STATE OF PA	19429
INSURER B: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER C: NEW HAMPSHIRE INS CO	23841
INSURER D: COMMERCE & INDUSTRY INS CO	19410
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 32803999

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RIGHT LTR	TYPE OF INSURANCE	INSR WVD	POLICY NUMBER	POLY EFF (MM/DD/YYYY)	POLY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		5094537	02/01/13	02/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> (Includes Product Liability)					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		5196304 (AOS)	02/01/13	02/01/14	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		5196302 (MA)	02/01/13	02/01/14	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> ALL OWNED AUTOS		5196303 (VA)	02/01/13	02/01/14	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		20562026	02/01/13	02/01/14	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		019358988 (MA, ND, WA, WI, VT)	02/01/13	02/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	019358986 (IL, KY, NC, NH, UT, VT)	02/01/13	02/01/14	E.L. EACH ACCIDENT \$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below		019358983 (FL)	02/01/13	02/01/14	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A			019358987 (AOS), 019358985 (ND)	02/01/13	02/01/14	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
canstep

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED L-3 Communications Corporation and all of its divisions and subsidiaries 600 Third Avenue New York, NY 10016	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

WC(CA) - NATIONAL UNION FIRE INS CO OF PITTS- 019358982(CA) - 02/01/2013-2014
WC(AK,AZ,GA)-INSURANCE CO OF THE STATE OF PA - 019358984(AK,AZ,GA)- 02/01/2013-2014

Appendix "A" Sample Change Order Form

L-3 Mobile-Vision Sample Statement of Work Change Order		
Change Order Number:	Date:	Change Order PO/WIP Submittal Date:
Customer	<hr/> (City or County, State)	
Prime Contractor (if applicable)	<hr/> (Company Name, Applicable Office Location)	
Subcontractor (if applicable)	<hr/> (Company Name, Applicable Office Location)	
Change Order Specifications:		
Additional Software	<u>QTY</u> (List products and quantities)	<u>ITEM</u> <hr/>
Additional Hardware	<u>QTY</u> (List products and quantities)	<u>ITEM</u> <hr/>
Additional Program/Project Management Services	<u>QTY</u> (List products and quantities)	<u>ITEM</u> <hr/>
Additional Professional Services	<u>(Provide detail of services- use additional pages if necessary)</u>	
Approvals: User Agency: <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> signature title date </div> Prime Contractor: <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> signature title date </div> L-3 Mobile-Vision: <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> signature title date </div>		